

Facebook Fellowship Program Terms & Conditions

NO PURCHASE NECESSARY TO SUBMIT AN APPLICATION OR RECEIVE AN AWARD (DEFINED AND DESCRIBED BELOW). THIS PROGRAM IS VOID WHERE PROHIBITED BY LAW.

AWARD RECIPIENTS WILL BE REQUIRED TO RESPOND TO AWARD NOTIFICATION AND OTHER COMMUNICATIONS FROM FACEBOOK, INC. ("FACEBOOK") WITHIN ONE WEEK ACCORDING TO THE NOTICE(S) FROM FACEBOOK OR AWARD MAY BE FORFEITED (IN FACEBOOK'S SOLE DISCRETION).

YOU MUST BE ENROLLED IN A PHD PROGRAM AT A UNIVERSITY IN THE TERRITORY (DEFINED BELOW) AT THE TIME OF APPLICATION AND THROUGH THE 2015-2016 ACADEMIC YEAR OR THE AWARD (OR PORTIONS THEREOF) MAY BE FORFEITED IN FACEBOOK'S SOLE DISCRETION.

BY APPLYING FOR THE AWARD, YOU AGREE TO THESE TERMS & CONDITIONS, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE APPLYING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO FACEBOOK FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

OVERVIEW: The application period for the Facebook Fellowship Program ("**Program**") begins at 10:00:00 a.m. Pacific Time ("**PT**") on October 20, 2014 and ends at 11:59:00 p.m. PT on January 5, 2015 ("**Application Period**"). In the Program, Facebook plans to award up to twelve (12) academic fellowships (each, an "**Award**"), as detailed in the "**Award**" section below, to eligible individuals (see below for eligibility requirements) of its choosing who are doctoral candidates ("**PhD Students**") focusing in areas relevant to Facebook, including, without limitation, architecture, computer vision, data mining, databases, distributed systems, economics and computation, human-computer interaction, social computing, machine learning, natural language processing, networking, operating systems, programming languages, compilers, security, privacy, and software engineering ("**Topics**") in fields relevant to Facebook, such as architecture, computer science, computer engineering, electrical engineering, and system architecture ("**Fields**"). To apply for the Award, eligible PhD Students must submit a research proposal, CV/resume, and contact information for two references. Current employees at Facebook, selected by Facebook in its sole discretion, will review the applications and select individuals from any of the Topics and/or Fields to receive Awards. The number of Awards awarded and the Topics/Fields from which the Award recipients come will be determined by Facebook in its sole discretion. Whether a Topic or Field is relevant to Facebook will be determined by Facebook in its sole discretion.

ELIGIBILITY: This Program is open to individuals who are enrolled full-time, as defined by the individual's university, and in good standing at an appropriately accredited doctoral program focusing on a Topic or Field (whether an individual is engaged in research in a Topic or Field will be determined in Facebook's sole discretion). You are not eligible to participate in this Program if you are a national or legal resident of those countries in which the United States has embargoed goods (including, without limitation, Cuba, North Korea, Iran, and Syria, unless you are enrolled full-time at an accredited university in the United States or a non-embargoed country, with the exception of nationals and legal residents of Cuba, who are unconditionally ineligible to participate). Applicants should be aware that Facebook's ability to select for receipt of an Award a PhD Student who is from a country against which the United States has imposed comprehensive economic sanctions (such as Cuba, Iran, Sudan, Syria, or North Korea) may be sharply limited by United States law. Further, the Award, or portions thereof, may

be forfeited if an Award recipient does not remain enrolled with full-time status and in good standing at the same doctoral program for the entire period of the award. **It is the obligation of all applicants to ensure that applying for the Award, participating in this Program and, as applicable, received an Award, complies with all laws, rules and regulations of the jurisdiction in which such applicant is a legal resident/national.** Corporate entities are not eligible and have no right to claim any Award won by their employees. Employees, officers, directors, members, managers, agents, and representatives and family members of such individuals (or people living in the same household whether related or not) of Facebook or its corporate partners affiliated with this Program (if any), divisions, subsidiaries, affiliates, successors in interest, advertising, promotion and public relations agencies (collectively, the “Program Entities”) throughout any portion of the Application Period are not eligible. For purposes of this Program, family members are defined as spouse, partner, mother, father, legal guardian, in-laws grandmother, grandfather, brother, sister, children and grandchildren. In addition, no individual is eligible if in the sole and discretion judgment of Facebook, the participation of that individual would present a conflict of interest, including through a conflict of interest with a family member. Participation in this Program constitutes each applicant’s full and unconditional agreement to and acceptance of these Terms & Conditions and the decisions of Facebook.

APPLICATION PROCESS: To apply, eligible individuals (see “Eligibility” section above for eligibility requirements) must submit the following materials (collectively, “**Application**”) to Facebook at facebook.com/careers/program/Fellowship2014/, or email a Word or PDF file of the Application to facebookfellowship@fb.com with the subject line “Fellowship Program Application”:

- **Curriculum Vitae (“CV”):** Your Application must include your CV, which should detail prior relevant work experience, academic record, and publication record.
- **Letters of Reference:** Application must include the name and contact information of two (2) people who will be providing letters of reference on behalf of the applicant. The letters of reference should address the applicant’s skills and character and why the applicant deserves to receive the Award. One (1) letter of reference must be from the applicant’s current doctoral program advisor. All letters must be submitted by the references by the Application due date.
- **Research Proposal:** Application must include a one (1) to two (2) page (single-spaced, 12 point Times New Roman font, one (1) inch margins) research proposal in your Field of study. Research proposals will be reviewed, subject to the two (2) page limit, and any page(s) submitted in excess of the two (2) page limit may not be read. See the OVERVIEW section above for examples of acceptable Fields and Topics. Additionally, the Research Proposal must clearly identify the area of focus and applicability of anticipated research to Facebook.
- **Research Area:** The research proposal must address the applicant’s PhD research area.
- **Transcript (OPTIONAL):** Application may also include transcripts from any/all post-secondary educational institutions that the applicant has attended.

Applicants who do not submit all of the materials listed above may not be considered for the Award. In addition, all elements of the Application must comply with the “Submission Requirements” detailed in that section below and otherwise comply with these Terms & Conditions. All eligible Applications received during the Application Period will be reviewed and scored as more fully detailed in the “Award Selection Process” section below. Applications must be submitted and received by Facebook during the Application Period via the methods described above and in strict accordance with the instructions and restrictions in these Terms & Conditions. Facebook’s clock will be the official timekeeper for this Program. For purposes of this Program, only Applications that are actually received by Facebook will be considered.

Limit one (1) Application per person. Group Applications are not permitted. Each applicant should review all personal information provided for accuracy purposes and make all corrections necessary to inaccurate data before submitting his/her Application. Other proof of submitting or attempting to submit an Application (such as, without limitation, a printed, saved or copied message in your “Sent” items) does not constitute proof of actual receipt of the Application for purposes of this Program. Those who do not abide by these Terms & Conditions, the instructions of Facebook and provide all required information will be disqualified in Facebook’s sole discretion. Applications will not be acknowledged or returned. Applications that is forged, altered, incomplete, lost, late, misdirected, mutilated, illegitimate, garbled, or generated by a macro, bot, or other automated means will not be accepted and will be void. Applications or participation made by any other individual or any entity or group will be declared invalid and disqualified for this Program. As a condition of submitting an Application, without limiting any other provision in these Terms & Conditions, each Applicant gives consent for Facebook and its agents to obtain and deliver his or her name, address and other information and content to third parties for the purpose of administering this Program and the Award and complying with applicable laws, regulations, and rules. Facebook may keep all applicant information for up to five (5) years after completion of the Application Period for business management and record keeping purposes. APPLICATIONS WILL NOT BE ACKNOWLEDGED OR RETURNED AND, IN FACT, MAY BE DESTROYED. KEEP A COPY OR THE ORIGINAL OF EACH ELEMENT OF YOUR APPLICATION. ANY APPLICATION THAT DOES NOT CONFORM TO THE REQUIREMENTS IN THESE TERMS & CONDITIONS WILL BE DEEMED INELIGIBLE IN FACEBOOK’S SOLE DISCRETION.

SUBMISSION REQUIREMENTS: Applications must meet all of the following requirements in Facebook’s sole discretion or it will be disqualified:

- The Application and all submitted materials must be in English.
- All aspects of the Application, including, without limitation, all concepts embodied in the Research Proposal, must be originally created by and solely owned by you or in the public domain. All third party content and content unoriginal to you (unless it is in the public domain or subject to a Creative Commons license) is prohibited.
- Application must not infringe, misappropriate, or violate any rights of any third party including, without limitation, copyright, including moral rights, trademark, trade secret, or right of privacy or publicity.
- Application must be unpublished and not have been submitted in any other publication, application process, contest, etc.
- Application must not contain or describe any harmful or illegal activity or content or in any way violate any federal, state, or local laws, rules or regulations.
- Application must not suggest, depict, or describe any inappropriate, unlawful, or dangerous behavior or use of Facebook’s or any other products or services.
- **Applicant agrees that his/her participation in the application process and Program and agreement to these Terms & Conditions will not violate any agreement to which applicant is a signatory or party.**

Facebook reserves the right in its sole discretion to disqualify from the Program any Application that, in its sole discretion, refers, depicts, or in any way reflects negatively upon a Program Entity, the Program, or any other person or entity or does not comply with these requirements or these Terms & Conditions.

AWARD SELECTION PROCESS: Eligible Applications will be reviewed by Facebook employees (“Reviewers”) over three (3) rounds (each, a “Round”) as detailed below. The number of Applications that move on to subsequent Rounds as well as the total number of Awards awarded is in Facebook’s

discretion. There is also no guarantee that a Topic or Field will be represented in each Round. Each Round will be conducted as follows:

- **Round 1:** In Round 1, Reviewers from each topical area will be assigned to an application and score them based on the following criteria:
 - Strength of applicant's publication record, as detailed in the applicant's CV.
 - The merit of the research proposal, including its innovativeness and importance to the identified industry or field.
 - Strength of applicant's references.

Those Applications that receive the highest scores in Round 1 will move onto Round 2, but the number of Applications that move onto Round 2 and the Fields/Topics from which they come will be determined in Facebook's sole discretion.

- **Round 2:** In Round 2, a team of Reviewers from each area will discuss the top applicants in their own area and compare them to those in other areas based on the same criteria as Round 1 above.
- **Round 3:** In Round 3, all finalists will be reviewed and compared. The finalists will be selected by a final panel that may include a Facebook engineering director and our CTO (subject to availability).

Facebook reserves the right to contact participants for verification purposes and administration of the Program. Facebook's decisions are final and binding in all matters relating to this Program. Judging of Applications will take place between January and February 2015. **Winners will be notified of their Award in mid February 2015**, in Facebook's sole discretion.

If any Award, Award notification or Program-related communication is rejected, faulty, or returned as undeliverable, if the potential Award recipient does not respond according to the notification's or Facebook's instructions, if the Award recipient cannot attend or participate in any portion of the Award, if the Award recipient or potential Award recipient fails to comply with these Terms & Conditions, or if a potential Award recipient cannot be reached after a reasonable attempt has been made by Facebook (as determined by Facebook in its sole discretion) or does not respond according to the notification's or Facebook's instructions, that Award recipient or potential Award recipient may be disqualified and an alternate Award recipient may be selected in accordance with the selection procedures described above. As a condition of submitting an Application, each Award recipient agrees (if requested by Facebook) to complete, sign, have notarized (if applicable) and return an affidavit of eligibility/declaration and liability/publicity release (unless prohibited by law), without alteration, within the time frame specified and if required by Facebook in its sole discretion (which may require providing Award recipient's Social Security Number and/or government-issued identification number and/or copy thereof for tax purposes), or Award may be forfeited. In the event of noncompliance with these requirements, the Award may be forfeited in Facebook's sole discretion. The affidavit of eligibility/declaration and liability/publicity release (unless prohibited by law) are subject to verification by Facebook. Facebook reserves the right to modify the notification procedures in connection with the selection of any alternate potential Award recipient, if any. Upon forfeiture, no compensation will be given and Facebook will have no responsibility or liability to that participant. To claim an Award, Award recipient must follow the directions in his or her notification.

AWARD DESCRIPTION: Up to twelve (12) Awards will be provided for the 2015-2016 and 2016-2017 academic years. Each Award recipient, subject to verification, will receive the following:

- Tuition and fees for the Award recipient's doctoral program for the 9 months of the 2015-2016 and 2016-2017 academic years. To redeem this portion of the Award, the Award recipient must provide Facebook with adequate evidence of the tuition and fees due to the university at which the Award recipient is enrolled, such as a bill from university. The amount paid as tuition and fees will be paid by Facebook directly to the Award recipient's university and will be determined by Facebook in its sole discretion. If the Award recipient's tuition and fees are waived by the university or covered by another scholarship or grant, Facebook will cover only those tuition and fees that have not been waived or covered and any amounts waived/covered will not be redeemable as part of this portion of the Award.
- A grant in the amount of \$37,000 USD provided in the form of a check or wire transfer for each year of the award. Award may be collected any time during the 9 months of the academic year beginning in the Fall. **As provided below, Award recipient will be responsible for all taxes, and fees and expenses not expressly included in the Award, such any check or wire transfer incurred.**

Other restrictions and requirements may be applicable to portions of the Award and will be provided to each Award recipient during Facebook's verification process. Award, if legitimately claimed, will be awarded. All or part of the Award may be forfeited if the Award recipient is not in good standing at his/her university through the end of the 2016 and/or 2017 academic year. Any Award recipient who is dismissed or expelled during the academic years of the award for violating their university's code of conduct or for other disciplinary reasons, including but not limited to cheating, plagiarism, or multiple submissions, will forfeit the Award in its entirety, and must return to Facebook any part of the Award already provided to the recipient. Award details not specifically stated in these Terms & Conditions will be determined in Facebook's sole discretion. All applicable federal, state and local taxes, as well as any expenses not specified in these Terms & Conditions as being provided as part of the Award, are the sole responsibility of each Award recipient. Facebook is not responsible for and will not replace any lost, mutilated or stolen Award or any Award that is undeliverable or does not reach an Award recipient because of incorrect or changed contact information. If Award recipient does not accept or use the entire Award before the end of the 2015-2016 academic year, the unaccepted or unused part of the Award will be forfeited and Facebook will have no further obligation with respect to that Award or portion of the Award. Facebook is not responsible for any inability of any Award recipient to accept or use any Award (or portion thereof) for any reason. No transfers, Award substitutions or cash redemptions will be made, except at Facebook's sole discretion. Facebook reserves the right to substitute the stated Award or portion thereof with another Award or portion thereof of equal or greater value for any reason, including, without limitation, Award unavailability. No more than the stated Award will be awarded.

CONTENT OF APPLICATIONS:

Each participant hereby acknowledges and agrees that the relationship between the participant and any of the Released Parties is not a confidential, fiduciary, or other special relationship, and that the participant's decision to submit his/her Application for purposes of the Program does not place any of the Released Parties in a position that is any different from the position held by members of the general public with regard to elements of the Application, other than as set forth in these Terms & Conditions. Each participant understands and acknowledges that Facebook has wide access to ideas, concepts and other materials. Each participant also acknowledges that many ideas or research proposals may be competitive with, similar to, or identical to those contained in his/her Application and/or each other in idea, format, or

other respects. Each participant acknowledges and agrees that such participant will not be entitled to any compensation as a result of Facebook's use of any such similar or identical material that has or may come to Facebook from other sources (including internal sources). Each participant acknowledges and agrees that Facebook does not now and will not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the participant's copyright in and to his/her Application. Each participant acknowledges that, with respect to any claim by participant relating to or arising out of Facebook's alleged exploitation or use of any Application or other material submitted in connection with the Program, the damage, if any, thereby caused to the applicable participant will not be irreparable or otherwise sufficient to entitle such participant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition, or other exploitation of any Facebook property or production, and participant's rights and remedies in any such event are strictly limited to the right to recover damages, if any, in an action at law.

LIMITATION OF LIABILITY: NOTHING IN THESE TERMS AND CONDITIONS LIMITS, EXCLUDES OR MODIFIES OR PURPORTS TO LIMIT, EXCLUDE OR MODIFY ANY STATUTORY CONSUMER GUARANTEES OR ANY IMPLIED CONDITION OR WARRANTY, THE EXCLUSION OF WHICH FROM THESE TERMS WOULD CONTRAVENE ANY STATUTE OR CAUSE ANY PART OF THESE TERMS TO BE VOID ("NON-EXCLUDABLE GUARANTEES"). SUBJECT TO ANY NON-EXCLUDABLE GUARANTEES AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH APPLICANT AGREES TO RELEASE, HOLD HARMLESS AND INDEMNIFY THE PROGRAM ENTITIES AND THE RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF EACH (COLLECTIVELY "RELEASED PARTIES") FOR ANY LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE ACCEPTANCE, POSSESSION, USE, MISUSE OR AWARDED OF THE AWARD, WHILE PREPARING FOR, PARTICIPATING IN AND/OR TRAVELING TO OR FROM ANY AWARD-OR PROGRAM-RELATED ACTIVITY INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY. SUBJECT TO ANY NON-EXCLUDABLE GUARANTEES AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH AWARD RECIPIENT AGREES THAT THE AWARD IS PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE AWARD, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

EACH APPLICANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER. SECTION 1542 READS AS FOLLOWS:

"CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

ADDITIONAL DISCLAIMERS: Released Parties are not responsible and/or liable for any of the following, whether caused by a Released Party, the applicant or by human error: Applications that are submitted by illegitimate means or Applications in excess of the stated limit; any lost, late, incomplete, illegible, mutilated, or misdirected Applications, e-mail, mail, or Program-related correspondence or materials or postage-due mail; any error, omission, interruption, defect, or delay in transmission or communication; viruses or technical or mechanical malfunctions; interrupted or unavailable cable or satellite systems; errors, typos or misprints in these Terms & Conditions, in any Program-related advertisements or other materials; failures of electronic equipment, computer hardware or software; lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications or Application information. Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in applicant's e-mail account to receive e-mail messages. Released Parties are not responsible, and may disqualify an applicant, if his or her e-mail address, telephone, or other contact information does not work or is changed without applicant giving prior written notice to Facebook. Without limiting any other provision in these Terms & Conditions, Released Parties are not responsible or liable to any applicant or Award recipient or any person claiming through such applicant or Award recipient for failure to supply the Award or any part thereof in the event that any of the Program activities or the Released Parties' operations or activities are affected, as determined by the Facebook in its sole discretion, including, without limitation, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any law, rule, regulation, order or other action adopted or taken by any governmental, federal, state or local government authority, or any other cause, whether or not specifically mentioned above.

GENERAL RULES: By submitting an Application (except where prohibited by law), each applicant grants the Program Entities the irrevocable, sublicensable, absolute right and permission to use, publish, post or display his or her name, photograph, likeness, voice, Award information, biographical information, any quotes attributable to him or her and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Released Parties' sole discretion) for advertising, trade, promotional and publicity purposes without further obligation or compensation of any kind to him or her, anywhere, in any medium now known or hereafter discovered or devised (including, without limitation, on the Internet), world-wide, without any limitation of time and without notice, review or approval and each applicant releases all Released Parties from any and all liability related thereto. Nothing contained in these Terms & Conditions obligates Facebook to make use of any of the rights granted herein and Award recipient waives any right to inspect or approve any such use.

All participants, as a condition of submitting an Application, agree to be bound by these Terms & Conditions and the decisions of Facebook. Failure to comply with these Terms & Conditions may result in disqualification from this Program. Participants further agree to not damage or cause interruption of the Program and/or prevent others from using the Program. Facebook reserves the right, in its sole discretion, to void Applications of any applicants who Facebook believes have attempted to tamper with or impair the administration, security, fairness or proper play of this Program. Facebook's failure to or decision not to enforce any provision in these Terms & Conditions will not constitute a waiver of that or any other provision. In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between

disclosures or other statements contained in any Program-related materials and/or these Terms & Conditions (including any alleged discrepancy or inconsistency in these Terms & Conditions), it will be resolved in Facebook's sole discretion. Applicants waive any right to claim ambiguity in the Program or these Terms & Conditions. If Facebook determines at any time in its sole discretion that the Award recipient or potential Award recipient is disqualified, ineligible, in violation of these Terms & Conditions, or engaging in behavior that Facebook deems obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Facebook reserves the right to disqualify that Award recipient or potential Award recipient, even if the disqualified Award recipient or potential Award recipient may have been notified or displayed or announced anywhere. The invalidity or unenforceability of any provision of these Terms & Conditions will not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms & Conditions will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. If the Program is not capable of running as planned for any reason, Facebook reserves the right, in its sole discretion, to cancel, modify or suspend the Program and award the Award from eligible Applications received prior to cancellation, modification, or suspension or as otherwise deemed fair and appropriate by Facebook. If any person supplies false information, submits an Application by fraudulent means or is otherwise determined to be in violation of these Terms & Conditions in an attempt to obtain any Award, Facebook may disqualify that person and seek damages from him or her and that person may be prosecuted to the full extent of the law. In the event of a dispute concerning who submitted an Application via email, the submission will be declared to have been made by the registered account holder of the e-mail address submitted with the Application, but only if that person meets all other eligibility criteria otherwise the Application may be disqualified and any potential Award won will be forfeited in Facebook's sole discretion. A registered account holder is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Potential Award recipient may be required to provide Facebook with proof that he/she is the registered account holder of the e-mail address associated with such Application. If a dispute regarding who submitted an Application cannot be resolved to Facebook's satisfaction, the Application will be deemed ineligible. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEB SITE OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE PROGRAM VIOLATES CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, FACEBOOK MAY DISQUALIFY ANY PARTICIPANT MAKING SUCH ATTEMPT AND MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

DISPUTES/GOVERNING LAW: Except where prohibited, as a condition of submitting an Application, each applicant agrees that any and all disputes that cannot be resolved between the applicant and any Program Entity, claims and causes of action arising out of or connected with this Program, or the Award awarded, or the determination of the Award recipient must be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will an applicant be permitted or entitled to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than applicant's actual out-pocket expenses (if any), not to exceed ten U.S. dollars (\$10 USD), and applicant further waives all rights to have damages multiplied or increased.

This Program and any dispute arising under or related thereto (whether for breach of contract, tortious conduct or otherwise) will be governed by the laws of the State of California, without reference to its conflicts of law principles. Any legal actions, suits or proceedings related to this Program (whether for breach of contract, tortious conduct or otherwise) will be brought exclusively in the state or federal courts

located in San Francisco County, California and each applicant accepts and submits to the personal jurisdiction of these courts with respect to any legal actions, suits or proceedings arising out of or related to this Program.